



## REQUEST FOR PROPOSAL (RFP) PROFESSIONAL SERVICES

### CONSTRUCTION MANAGER AT RISK FOR CONSTRUCTION OF A COUNTY EMERGENCY OPERATIONS CENTER

RFP Number: 10-0215 Contracting Officer: B. Schwartzman  
Proposal Due Date: June 30, 2010 Pre-Proposal Conference Date: June 17, 2010  
Proposal Due Time: 3:00 p.m. RFP Issue Date: May 28, 2010

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SPECIFIC SOLICITATION REQUIREMENTS ARE AS NOTED BELOW:	
Proposal and/or Performance Bond:	See Section 1.9
Certificate of Competency/License:	See Section 1.16
Indemnification/Insurance:	See Section 1.8
Pre-Proposal Conference/Walk-Thru:	See Section 1.4

**At the date and time specified above, all proposals that have been received in a timely manner will be opened, recorded, and accepted for consideration.** The names of the vendors submitting proposals will be read aloud and recorded. The proposals will be available for inspection during normal business hours in the Office of Procurement Services within ten (10) working days after the proposal due date. A separate contractual document will be signed by the County and the awarded firm.

#### **NO-RESPONSE REPLY**

If any vendor does not want to respond to this solicitation at this time, or, would like to be removed from Lake County's Vendor List, please mark the appropriate space, complete name below and return this page only.

- ☐ Not interested at this time; keep our firm on Lake County's Vendors List for future solicitations for this product / service
- ☐ Please remove our firm from Lake County's Vendor's List for this product / service.

#### **VENDOR IDENTIFICATION**

Company Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_ Contact Person: \_\_\_\_\_

**Section 1.1: Purpose**

The purpose of this solicitation is to retain a Florida-licensed General Contractor/ Construction Manager to provide services for the construction of a Lake County Emergency Operations Center.

**Section 1.2: Designated Procurement Representative**

Questions concerning any portion of this solicitation shall be directed in writing [fax and e-mail accepted] to the below named individual who shall be the official point of contact for this solicitation. Questions should be submitted no later than five (5) working days before the proposal due date.

B. Schwartzman, Procurement Services Director  
Lake County BCC  
Office of Procurement Services  
315 W. Main Street, Room 416  
PO BOX 7800  
Tavares, FL 32778-7800

Phone : 352.343.9424 Fax : 352.343.9473  
E-mail: bschwartzman@lakecountyfl.gov

No answers given in response to questions submitted shall be binding upon this solicitation unless released in writing as an addendum to the solicitation by the Lake County Procurement Services office.

**Section 1.3: Method of Award – Considering Qualifications and Pricing**

Award will be made to the vendor which submits the overall proposal that is judged to provide the best value to the County. Proposals will be evaluated based upon the following criteria:

1. Qualifications of proposed personnel.
2. General familiarity with the specific project and site
3. Previous experience with similar governmental projects with specific focus on Public Safety and Law Enforcement projects.
4. Proposed costs / fee schedule.
5. Reports from references for similar governmental projects.
6. Responsiveness and completeness of the written proposal to these instructions with regard to the Scope of Services.
7. Other relevant criteria.

The County intends to utilize its formal Selection Committee process to review proposals received in response to this solicitation. All proposals submitted will be forwarded to the established committee which shall review the proposals and make a final award recommendation that will be subject to ratification and approval as dictated by County procurement procedures.

The selection committee will provide a narrative initial evaluation report that provides specific evaluation comments for each proposal. This report may make an award recommendation, or a recommendation to enter into negotiations with multiple proposers. If negotiations are entered into, the selection committee will subsequently provide a final evaluation report that will include the committee's award recommendation. The County reserves the right to request best and final offers if such action is determined to be appropriate, and to reject any offer wherein the price is determined to be unrealistic or unreasonable.

**Section 1.4: Pre-Proposal Conference**

A pre-proposal conference will be held on June 17, 2010 at 1:30 PM in conference room No. 416 of the County Administration Building (315 West Main Street, Tavares, Florida, 32778) to discuss the conditions and specifications included within this solicitation. Vendors are requested to bring this solicitation document to the conference, as additional copies may not be available.

**Section 1.5: Term of Contract - Upon Acceptance of Services**

The performance period under this contract shall commence upon the date of contract signature, or issuance of purchase order or Notice To Proceed, and shall remain in effect until such time as the services acquired in conjunction with this solicitation and resulting contract have been delivered and/or completed, and accepted by the County's authorized representative, and will then remain in effect until completion of the expressed and/or implied warranty periods.

**Section 1.6: Option to Renew**

Not applicable

**Section 1.7: Method of Payment - Monthly Invoices**

The vendor(s) shall submit monthly invoices by the tenth (10th) calendar day of each month. These invoices shall be submitted to the County's Facilities Development and Management Department. The invoices shall reflect full details regarding the services provided to the County in the prior month.

All invoices shall contain the contract and/or purchase order number, date and location of delivery or service, and confirmation of acceptance of the goods or services by the appropriate County representative. Failure to submit invoices in the prescribed manner will delay payment, and the vendor may be considered in default of contract and its contract may be terminated. Payments shall be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.

**Section 1.8: Insurance**

Each vendor shall include in its solicitation response package proof of insurance capabilities, including but not limited to, the following requirements: [This does not mean that the vendor

must have the coverage prior to submittal, but, that the coverage must be in effect prior to a purchase order or contract being executed by the County.]

An original certificate of insurance, indicating that the awarded vendor has coverage in accordance with the requirements of this section, shall be furnished by the vendor to the Contracting Officer within five (5) working days of such request and must be received and accepted by the County prior to contract execution and/or before any work begins.

The vendor shall provide and maintain at all times during the term of any contract, without cost or expense to the County, policies of insurance, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the County, insuring the vendor against any and all claims, demands or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and/or obligations of the vendor under the terms and provisions of the contract. The vendor is responsible for timely provision of certificate(s) of insurance to the County at the certificate holder address evidencing conformance with the contract requirements at all times throughout the term of the contract.

Such policies of insurance, and confirming certificates of insurance, shall insure the vendor is in accordance with the following minimum limits:

General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$1,000,000/2,000,000
Products-Completed Operations	\$2,000,000
Personal & Adv. Injury	\$1,000,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability	Included

Automobile liability insurance, including owned, non-owned, and hired autos with the following minimum limits and coverage:

Combined Single Limit	\$1,000,000
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Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc). If not required by law to maintain workers compensation insurance, the vendor must provide a notarized statement that if he or she is injured; he or she will not hold the County responsible for any payment or compensation.

Employers Liability insurance with the following minimum limits and coverage:

Each Accident	\$1,000,000
Disease-Each Employee	\$1,000,000

Disease-Policy Limit

\$1,000,000

Professional liability and/or specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) insurance as applicable, with minimum limits of \$1,000,000 and annual aggregate of \$2,000,000.

The following additional coverage must be provided if a dollar value is inserted below:

Loss of Use at coverage value: \$ \_\_\_\_\_

Garage Keepers Liability at coverage value: \$ \_\_\_\_\_

Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, shall be named as additional insured as their interest may appear on all applicable liability insurance policies.

The certificate(s) of insurance, shall provide for a minimum of thirty (30) days prior written notice to the County of any change, cancellation, or nonrenewal of the provided insurance. It is the vendor's specific responsibility to ensure that any such notice is provided within the stated timeframe to the certificate holder.

Certificate(s) of insurance shall identify the applicable solicitation (ITB/RFP/RFQ) number in the Description of Operations section of the Certificate.

Certificate holder shall be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF  
FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS.  
P.O. BOX 7800  
TAVARES, FL 32778-7800

Certificates of insurance shall evidence a waiver of subrogation in favor of the County, that coverage shall be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium payment by the County.

The Vendor shall be responsible for subcontractors and their insurance. Subcontractors are to provide certificates of insurance to the prime vendor evidencing coverage and terms in accordance with the Vendor's requirements.

All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by the County. At the option of the County, the insurer shall reduce or eliminate such self-insured retentions, or the vendor or subcontractor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

The County shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such

deductible or self-insured retention shall be the sole responsibility of the vendor and/or sub contractor providing such insurance.

Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

Neither approval by the County of any insurance supplied by the vendor or Subcontractor(s), nor a failure to disapprove that insurance, shall relieve the vendor or Subcontractor(s) of full responsibility for liability, damages, and accidents as set forth herein.

**Section 1.9: Bonds**

A bid bond is not required. A performance bond will be required at the time and in the manner specified in Section 2, Statement of Work

**Section 1.10: Delivery**

A firm performance period has not been determined for the provision of services under the contract resulting from this solicitation. It is anticipated that pre-construction services will commence at the time of contract award with the construction phase of the project to be completed by October 2012.

**Section 1.11: Acceptance of Services**

The services rendered as a result of an award from this solicitation shall not be deemed complete, until accepted by the County and shall be in compliance with the terms herein, fully in accord with the specifications and of the highest quality. In the event that the service does not conform to the specifications, the County reserves the right to terminate the contract and will not be responsible to pay for any such service.

**Section 1.12: Warranty**

As specified in Section 2, Statement of Work

**Section 1.13 Delivery of Solicitation Response**

Unless a package is delivered by the vendor in person, all incoming mail from the U.S. Postal Service and any package delivered by a third party delivery organization (FedEx, UPS, DHL, private courier, etc.) will be opened for security and contamination inspection by the Lake County Clerk of the Circuit Court Mail Receiving Center in an off-site secure controlled facility prior to delivery to any Lake County Government facility, which includes the Lake County t of Procurement Services office.

To be considered for award, a bid or proposal must be received and accepted in the Procurement Services office prior to the date and time established within the solicitation. Allow sufficient time for transportation and inspection.

Each package shall be clearly marked with the applicable solicitation number, title, and company name. Ensure that your bid or proposal is securely sealed in an opaque envelope/ package to provide confidentiality of the bid or proposal prior to the due date for the solicitation.

If you plan on submitting your bid or proposal **IN PERSON**, please bring it to:

LAKE COUNTY PROCUREMENT SERVICES  
315 W. MAIN STREET  
4TH FLOOR, ROOM 416  
TAVARES, FLORIDA

If you submit your bid or proposal by the **UNITED STATES POSTAL SERVICE, (USPS)** please mail it to:

LAKE COUNTY PROCUREMENT SERVICES  
PO BOX 7800  
TAVARES, FL 32778-7800

If you submit your bid or proposal by a **THIRD PARTY CARRIER** such as FedEx, UPS, or a private courier, please send it to:

LAKE COUNTY PROCUREMENT SERVICES  
MAIL RECEIVING CENTER  
416 W. MAIN STREET  
TAVARES, FL 32778

Facsimile (fax) or electronic submissions (e-mail) will not be accepted.

#### **Section 1.14: Completion Requirements for Request For Proposal (RFP) – Professional Services**

**The original proposal and three (3) complete copies of the proposal submitted by the vendor shall be sealed and delivered to the Office of Procurement Services no later than the official proposal due date and time. Any proposal received after this time will not be considered and will be returned unopened to the submitter.** The County is not liable or responsible for any costs incurred by any vendor in responding to this RFP including, without limitation, costs for product and/or service demonstrations if requested. When you submit your proposal, you are making a binding offer to the County.

Each proposal shall be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the conditions and requirements of this RFP. Fancy bindings, colored displays, and promotional material are not desired. Emphasis in each proposal must be on completeness and clarity of content. The County emphasizes that the proposer concentrate on accuracy, completeness, and clarity of content.

To facilitate analysis of its proposal, the proposer shall prepare its proposal in accordance with the instructions outlined in this section. If the proposal deviates from these instructions, such proposal may, in the County's sole discretion, be rejected.

Page Size and Format: Page size shall be 8.5 x 11 inches, not including foldouts. The text size shall be 11 point or larger.

#### **Section 1.14.1 Proposal Submittal**

The following items shall be included and submitted with your proposal:

- |        |   |
|--------|---|
| Tab A. | RFP Coversheet completed.   |
| Tab B. | Statement of Interest – to be submitted on the firm's letterhead and include the following: <ol style="list-style-type: none"><li>1. Concisely state the firm's understanding of the services required by the County.</li><li>2. Include additional relevant information not requested elsewhere in the RFP.</li><li>3. The signature on the statement shall be that of a person authorized to represent and bind the firm.</li></ol> |
| Tab C. | Firm Profile Form (copy attached). Attach proof of license to practice in Florida (see section 1.16 for further detail in this regard).   |
| Tab D. | Team Composition Form (copy attached). Complete one (1) form for each key person proposed to be assigned to this project. Brief resumes may also be attached in addition to completing the form.  |
| Tab E. | Similar Projects Form (copy attached). Reference similar work efforts (at least five (5) verifiable) performed by your firm within the last three (3) years, to other public sector organizations in the State of Florida; County entities preferred. Examples should best illustrate current qualifications relevant to this project. (Make copies of this form as needed.)  |
| Tab F. | Pricing/Certifications/Signature Forms. Complete Section 4 Forms attached.  |
| Tab G. | Proof of Insurance. Provide either a completed Accord form or a signed letter from your insurance agency on its letterhead stating that you have or can get the required insurance coverage.  |
| Tab H. | Proof of Bonding Capability. Provide evidence of capability to provide bonding in the amount and manner specified in this solicitation.   |



Tab JI            Financial Stability. Each proposer shall certify and provide a statement that it is financially stable and have the necessary resources, human and financial, to provide the services at the level required by County. Each proposer shall be prepared to supply a financial statement upon request. If a subcontractor or joint venture arrangement is being proposed, provide similar information for those participants in the proposal. Provide clear and succinct information that will provide insight to the County about the financial qualifications, fitness and stability of the proposer.

### **Section 1.15: Key Contractor Personnel**

In submitting a proposal, the Proposer is representing that each person listed or referenced in the proposal shall be available to perform the services described for the Lake County Board of County Commissioners, barring illness, accident, or other unforeseeable events of a similar nature in which case the Proposer must be able to promptly provide a qualified replacement. In the event the Proposer wishes to substitute personnel, the Proposer shall propose a person with equal or higher qualifications and each replacement person is subject to prior written County approval. In the event the requested substitute person is not satisfactory to the County and the matter cannot be resolved to the satisfaction of the County, the County reserves the right to cancel the contract for cause.

### **Section 1.16: Certificate of Competency/Licensure, Permits, and Fees**

Any person, firm, corporation or joint venture that submits an offer in response to a County solicitation shall, at the time of such offer, hold a valid Certificate of Competency or appropriate current license issued by the State or County Examining Board qualifying said person, firm, corporation or joint venture to perform the work proposed. If work for other trades is required in conjunction with this solicitation and will be performed by a sub-contractor(s) or vendor(s) hired by the prime/responding vendor, an applicable Certificate of Competency/license issued to the sub-contractor(s)/hired vendor(s) shall be submitted with the prime/responding vendor's offer; provided, however, that the County may at its option and in its best interest allow the prime/responding vendor to supply the sub contractor(s)/hired vendor(s) certificate/license to the County during the offer evaluation period. The prime/responding vendor is responsible to ensure that all required licenses, permits, and fees (to include any inspection fees) required for this project are obtained and paid for, and shall comply with all laws, ordinances, regulations, and building or other code requirements applicable to the work contemplated herein. Damages, penalties, and/or fines imposed on the County or the vendor for failure to obtain required licenses, permits, inspection or other fees, or inspections shall be borne by the vendor.

### **Section 1.17 Public Records/ Copyrights**

All electronic files, audio and/or video recordings, and all papers pertaining to any activity performed by the contractor for or on behalf of the County shall be the property of the County and will be turned over to the County upon request. In accordance with Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the County are public records available for inspection by any person even if the file or paper resides

in the contractor's office or facility. The vendor shall maintain the files and papers for not less than three (3) complete calendar years after the project has been completed or terminated, or in accordance with any grant requirements, whichever is longer. Prior to the close out of the contract, the contractor shall appoint a records custodian to handle any records request and provide the custodian's name and telephone number(s) to the Contracting Officer.

Any copyright derived from any agreement derived from this solicitation shall belong to the author. The author and the contractor shall expressly assign to the County nonexclusive, royalty free rights to use any and all information provided by the contractor in any deliverable and/or report for the County's use which may include publishing in County documents and distribution as the County deems to be in the County's best interests. If anything included in any deliverable limits the rights of the County to use the information, the deliverable shall be considered defective and not acceptable and the contractor will not be eligible for any compensation.

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**EMERGENCY OPERATIONS CENTER CONSTRUCTION MANAGER****BACKGROUND**

Lake County, whose government seat is located in downtown Tavares, Florida, is seeking a Florida licensed General Contractor /Construction Manager (At Risk) to provide services for the construction of the Lake County Emergency Operations Center. The successful candidate must be capable of comprehending and budgeting projects in various stages of design. Winter Park architecture firm Architect Design Group (ADG) is currently in the programming phase for the Emergency Operations Center (EOC).

The selected Construction Manager (At Risk) (CM) shall have a demonstrated record of experience and successful performance in construction of government buildings similar in nature to an EOC, and shall be responsible for a finalized deliverable to the County within established time constraints.

**GENERAL DUTIES**

This CM shall provide overall coordination, management, supervision and scheduling of the work of each contractor/subcontractor and of the work of all separate multi-prime contractors with each other and with the activities and responsibilities of the CM and the Architect/Engineer so as to complete the project in accordance with Lake County's objectives of safety, cost, time and quality. The CM shall be responsible for the preparation of the bid packages and will serve under the at-risk model. They shall maintain accurate records for the County to include direct and indirect costs of services and equipment, change orders, direct purchases and both bidding and construction time lines. Other general duties of the CM shall include but not be limited to the following:

- Prepare an overall Construction Management Plan for the project
- Budget cost estimating if applicable
- Attend County and design related meetings
- Prepare estimates and scheduling data during the design phase
- Provide constructive reviews during the design phase
- Identify potential defects or ambiguities in design documents and recommending alternatives
- Ensure quality control and value engineered drawings and specifications to construct the project at or below the authorized budget amount
- Project cost control
- Obtain construction related permitting
- Job site safety
- Assistance with procurement and the selection of County supplied materials
- Hold weekly progress meetings with the County, design professional and trade contractors
- Provide all construction management and be responsible for the daily activities of the project

- Insure construction meets design guidelines
- Guarantee the quality of construction
- Correct deficiencies in performance, scheduling or materials
- Maintain reports necessary to the project
- Provide project close out documents
- Assist County with construction cost details/breakdowns for grant funding

The CM scope of basic and additional services shall be detailed and subject to a final determination of the project scope and size and careful negotiation and coordination between the selected CM and County staff.

### **BID SOLICITATIONS**

Upon completion of design, CM shall publicly advertise and solicit competitive lump sum bids/proposals from trade contractors or subcontractors for the performance of all major elements of the work. Any and all costs for plans, specifications, or other items needed to obtain such bids/proposals shall be the responsibility of the CM. These costs shall be considered part of the *Construction Management Fee*.

Selection criteria for determining the bid/proposal that provides the best value to the County shall be developed by the CM with the participation of the County's facilities and procurement offices. The CM shall notify the County in writing in advance of all bid related meetings to include pre-bid meetings and bid/proposal openings.

The CM shall demonstrate to the County attempts to secure the receipt of viable and accurate bids from at least five (5) responsive and responsible contractors/vendors well-experienced in the specific work being solicited with at least three (3) of these responses being from Lake County based contractors/vendors (Lake County based vendor being defined as a firm licensed to do business in Lake County with a business headquarters that has a physical address within Lake County). Should an item or trade be perceived to not have the degree of viable available competition to allow for receipt of responses in the quantity and manner expressed above, the CM shall provide the County an exclusion letter documenting the market survey effort that led to that conclusion. This letter shall be provided to the County's Procurement Services office at least five (5) business days prior to the issuance of bidding documents to the vendor community.

### **GUARANTEED MAXIMUM PRICE**

The selected CM shall prepare and submit a Guaranteed Maximum Price ("GMP") proposal to the County after completion of the pre-construction services phase of the project. The GMP proposal must be prepared in accordance with the guidelines and delivered in the format specified by the County. The County, at its sole option and discretion, may specify different requirements for the GMP proposal. CM shall not withdraw its Guaranteed Maximum Price proposal for ninety (90) days following submission to the County.

The CM shall submit the GMP proposal in a bound format which shall include but not limited to the following:

- Cover Sheet including project title and County project number
- Summary sheet of GMP Proposal shall include subcontractor bids, allowances, contingencies, bonds, insurance, conditions, and exclusions. This sheet shall also contain contract time, construction start date, date of substantial completion, date of final completion, critical path schedule, and proposed work hours.
- Schedule of Values
- Detailed of summary of general conditions
- Allowance list statement amounts and uses
- Proposed Subcontractor list
- List of key staff members with contact information
- List of all solicited contractors
- Subcontractor bid sheets with proposed selected contractors highlighted.
- Plans, drawings, and specifications specific to the GMP
- Any supporting documentation referenced in the GMP

After appropriate general review, and comparison of the initial GMP proposed by the CM with the County's projected project budget, the County may accept or reject the GMP proposed by the CM, or attempt to negotiate its amount and its terms and conditions with the CM. An initial proposed GMP value in excess of 5% of the projected project budget shall serve as cause for rejection or negotiation of the initial GMP proposed by the CM. If the County rejects the GMP initially proposed by the CM, or the parties are unable to reach agreement on a negotiated GMP value; the County may elect to utilize the services of an independent cost estimator to determine whether the initial or negotiated GMP value proposed by the CM is accurate and realistic. If the independent estimate supports a determination that the GMP value is accurate and realistic, the design architect shall be tasked by the County to revise the plans to support preparation of a GMP that falls within 5% of the projected project budget. If the independent estimate supports a determination that the GMP value proposed by the CM is not accurate and realistic, the County may then terminate the contract with the CM without payment of all, or any portion of, the *Preconstruction Services Fee* to the CM.

At such time the GMP preparation process results in a mutually agreeable GMP value, the County will document its acceptance thereof in writing, and both parties shall execute a contract amendment for the project that incorporates the GMP and its supporting documents into the contract

With the exception of the specific termination circumstance discussed above, should at any time during or after the design process, the County decide not to construct a project, the CM shall be entitled to a *Preconstruction Services Fee* negotiated prior to award of a project. This fee shall include all services that are necessary for design consultation up to the issuance of a GMP. If the County accepts a GMP, any costs associated with preconstruction services shall be included in the *Construction Management Fee* and the CM will not be entitled to an additional *Preconstruction Services Fee*.

**BONDS**

Performance and Payment Bonds shall be provided by the CM as specified in the contract resulting from this solicitation. The tentative terms and conditions in this regard are:

Within ten (10) business days after the GMP is agreed to by County and CM, the CM shall provide Owner with Performance and Payment Bonds in the amount of 100% of the total sum of the GMP, the costs of which and all associated costs including recording fees are to be paid by CM and are to be part of the GMP Proposal.

**OWNER DIRECT PURCHASES**

Owner Direct Purchases shall be conducted in coordination with the CM as specified in the contract resulting from this solicitation. The tentative terms and conditions in this regard are:

The County is exempt from sales tax and may wish to generate sales tax savings for the Project. Because of this exemption, the County reserves the right to make owner direct purchases (ODP) of various construction materials and equipment. Upon acceptance of the GMP, the CM shall prepare a list of proposed items that may be desirable for ODP. Proposed items shall be items that are purchased in a single order from a single vendor with a value greater than \$10,000. Items selected by the County for ODP will be coordinated through the CM. CM shall provide written quotations from vendors selected by CM or CM's subcontractor(s) for purchase order generation by the County. CM shall allow two weeks for execution of all such purchase orders by the County. CM represents and warrants that it will use its best efforts to cooperate with the County in implementing this sales tax savings program in order to maximize cost savings for the Project. CM will generate deductive Change Orders under the Agreement for the amounts of ODP, inclusive of sales taxes. With respect to all ODP performed by the County, CM shall remain responsible for coordinating, ordering, inspecting, accepting delivery, storing, handling, installing, warranting and quality control for all purchases.

**GMP RECONCILIATION**

Actual cost of the work shall be documented by the CM as compared to the Guaranteed Maximum Price agreement. This information shall be reported quarterly to the County.

Upon completion of the work, if the total cost of the work is less than the final GMP (taking into account any adjustments made during the term of the Agreement), the County shall be entitled to 100% of this savings.

**CONSTRUCTION MANAGEMENT FEES**

The County agrees to compensate the CM for one of two fees for their services: *Preconstruction Services Fee* or *Construction Management Fee*.

*Preconstruction Services Fee* shall be for all costs associated with the preconstruction services of the CM to include but not limited to the following: design and constructability reviews, cost

estimating, value engineering, design and planning meetings, bidding, GMP development, printing costs, overhead and profit.

*Construction Management Fee* shall include the *Preconstruction Services Fee* and all costs, including overhead and profit, associated with the construction of the project excluding General Conditions which will be itemized and documented in the GMP. General Conditions shall be limited to the following: security costs, temporary facilities (temporary office, water, heat, power, sanitary facilities, telephones), trash and debris control and removal costs, insurance, bonds, specialty equipment rental, storage fees, and permits.

## **WARRANTY**

In addition to any manufacturer or subcontractor warranties or guarantees, the CM shall warranty the construction including all building materials and labor for a period of one (1) year after the date of Substantial Completion. The CM is responsible for securing warranties and guarantees from the subcontractors and or any material suppliers for any materials, equipment, or fixtures to be incorporated into the project

A bound *Operations and Maintenance Manual* shall be compiled by the CM and supplied to the County upon completion of building. Manual should include but not be limited to the following: building system instruction manuals, building system warranties, and as built drawings/diagrams.

## **GRANT REQUIREMENTS**

The Emergency Operations Center is a grant funded project. The selected CM shall comply with all terms and conditions of the funding grants listed below, and any others which are received at any time during the duration of the project. Should any requirements or conditions of the County's scope of services or associated contract conflict with any aspect of the grants, the grant requirements shall prevail as the applicable requirement. The grants listed below are those currently known to apply to the EOC project. Copies of these grants in their entirety are accessible on the County procurement website as an additional document associated with this Request for Proposal.

FEMA EOC Grant program: Contract #10-DS-58-06-45-01-xxx

State Grant Agreement: Contract #07-CP-5M-06-45-01-392

State Grant Agreement: Contract #07-EC-33-06-45-01-497

Federal Hazard Mitigation Grant Program: Contract #07-EC-33-06-45-01-497

## **RESULTING CONTRACT**

The final form and contents of the contract that will be executed as a result of this solicitation are currently being finalized. Although significant variations between the terms and conditions of this solicitation and those of the resulting contract are not anticipated, respondees must be aware that any such conflict will be resolved in favor the terms and conditions of the resulting contract.

**3.1 DEFINITIONS**

**Addenda:** A written change to a solicitation.

**Contract:** The agreement to perform the services set forth in this document signed by both parties with any addenda and other attachments specifically incorporated.

**Contractor:** The vendor to whom award has been made.

**County:** Shall refer to Lake County, Florida.

**Modification:** A written change to a contract.

**Proposal:** Shall refer to any offer(s) submitted in response to a Request for Proposal.

**Proposer:** Shall refer to anyone submitting an offer in response to a Request for Proposal.

**Request for Proposal (RFP):** Shall mean this solicitation documentation, including any and all addenda. An RFP involves evaluation of proposals, and award may be made on a best value basis with price, technical, and other factors considered.

**Solicitation:** The written document requesting either bids or proposals from the marketplace.

**Vendor:** a general reference to any entity responding to this solicitation or performing under any resulting contract.

The County has established for purposes of this Request for Proposal (RFP) that the words “shall”, “must”, or “will” are equivalent in this RFP and indicate an essential requirement or condition, the material deviation from which may not be waived by the County. A deviation is material if, in the County’s sole discretion, the deficient response is not in substantial accord with this RFP’s mandatory requirements. The words “should” or “may” are equivalent in this RFP and indicate very desirable conditions, or requirements but are permissive in nature.

**3.2 INSTRUCTIONS TO PROPOSERS****A. Proposer Qualification**

It is the policy of the County to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the solicitation are encouraged to submit proposals. Vendors may enroll with the County to be included on a mailing list for selected categories of goods and services. To be recommended for award the County requires that vendors provide evidence of compliance with the requirements below upon request:

1. Disclosure of Employment.
2. Disclosure of Ownership.
3. Drug-Free Workplace.
4. W-9 and 8109 Forms – The vendor must furnish these forms as required by the Internal Revenue Service.
5. Social Security Number – The vendor must provide a copy of the primary owner’s social security card if the social security number is being used in lieu of the Federal Identification Number (F.E.I.N.).
6. Americans with Disabilities Act (A.D.A.).
7. Conflict of Interest.
8. Debarment Disclosure Affidavit.
9. Nondiscrimination.
10. Family Leave.
11. Antitrust Laws – By acceptance of any contract, the vendor agrees to comply with all applicable antitrust laws.

**B. Public Entity Crimes**

Pursuant to Section 287.133(2)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

**C. Request for Additional Information**

Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the procurement representative identified in the solicitation no later than five (5) working days prior to the proposal due date. Such inquiries or request for information shall be submitted to the procurement representative in writing and shall contain the requester’s name, address, and telephone number. If transmitted by facsimile, the request should also include a cover sheet with the bidder’s facsimile number.

Procurement Services may issue an addendum in response to any inquiry received, which changes or clarifies the terms, provisions, or requirements of the solicitation. The proposer should not rely on any representation, statement or explanation whether written or verbal, other than those made in this solicitation document or in any addenda issued. Where there appears to be a conflict between this solicitation and any addenda, the last addendum issued shall prevail. It is the proposer’s responsibility to ensure receipt of all addenda, and any accompanying documentation. The proposer is required to submit with its proposal a signed “Acknowledgment of Addenda” form, when any addenda have been issued. Failure to acknowledge each addendum may prevent the proposal from being considered for award.

**D. Contents of Solicitation and Proposers’ Responsibilities**

It is the responsibility of the proposer to become thoroughly familiar with the requirements, terms, and conditions of this solicitation. Pleas of ignorance of these matters by the proposer of conditions that exist or may exist will not be accepted as a basis for varying the requirements of the County, or the compensation to be paid to the proposer.

**E. Restricted Discussions**

From the date of issuance of this solicitation until final County action, vendors should not discuss the solicitation or any part thereof with any employee, agent, or any other representative of the County except as expressly authorized by the designated procurement representative. The only communications that shall be considered pertinent to this solicitation are appropriately signed written documents from the vendor to the designated procurement representative and any relevant written document promulgated by the designated procurement representative.

**F. Change or Withdrawal of Proposals**

Changes to Proposal - Prior to the scheduled proposal due date, a proposer may change its proposal by submitting a new proposal specified in the solicitation with a letter on the firm’s letterhead, signed by an authorized agent stating that the new submittal replaces the original submittal. The new submittal shall contain the letter and all information as required for submitting the original proposal.

Withdrawal of Proposal – A proposal shall be irrevocable unless the proposal is withdrawn as provided herein. A proposal may be withdrawn, either physically or by written notice, at any time prior to the proposal due date. If withdrawn by written notice, that notice must be addressed to, and received by, the designated procurement representative prior to the designated receipt date and time. A proposal may also be withdrawn after expiration of the designated acceptance period, and prior to award, by submitting a letter to the designated procurement representative for the solicitation. The withdrawal letter must be on company letterhead and signed by an authorized agent of the proposer.

**G. Conflicts within the Solicitation**

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Pricing Section, or any addendum issued, the order of precedence shall be: the last addendum issued, the Proposal Price Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions. It is incumbent upon the vendor to identify such conflicts to the designated procurement representative prior to the proposal due date.

**H. Prompt Payment Terms**

It is the policy of the County that payment for all purchases by County agencies shall be made in a timely manner and that interest



payments will be made on late payments in accordance with Part VII, Chapter 218, Florida Statutes, known as the Florida Prompt Payment Act. The proposer may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during proposal evaluation. Proposers are requested to provide prompt payment terms in the space provided on the signature page of the solicitation.

### 3.3 PREPARATION OF PROPOSALS

- A. The Proposal Pricing Section of this solicitation defines requirements of items to be purchased, and must be completed and submitted with the proposal. Use of any other form or alteration of the form may result in the rejection of the bid.
- B. The proposal submitted must be legible. Bidders shall use typewriter, computer or ink. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the bid to be rejected.
- C. An authorized agent of the proposer's firm must sign the proposal. **FAILURE TO SIGN THE PROPOSAL MAY BE CAUSE TO REJECT THE PROPOSAL.**
- D. The proposer may submit alternate proposal(s) for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate proposal must meet or exceed the minimum requirements and be submitted as a separate proposal marked "Alternate Proposal".
- E. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.
- F. Any proposal received after the designated receipt date through no fault or error of the County will be considered late, and, except under the most exceptional circumstances, may not be considered for award.

### 3.4 CANCELLATION OF SOLICITATION

The County reserves the right to cancel, in whole or in part, any Request for Proposal when it is in the best interest of the County.

### 3.5 AWARD

- A. The contract resulting from this solicitation may be awarded to the responsible proposer which submits a proposal determined to provide the best value to the County with price, technical, and other applicable factors considered. The County reserves the right to reject any and all proposals, to waive irregularities or technicalities and to re-advertise for all or any part of this solicitation as deemed in its best interest. The County shall be the sole judge of its best interest.
- B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low bid or in whichever manner deemed in the best interest of the County. This provision specifically supersedes any method of award criteria stated in the solicitation when such action is clearly necessary to protect the best interests of the County.
- C. The County reserves the right to reject any and all proposals if it is determined that prices are excessive or determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.
- D. Award of this solicitation will only be made to firms that satisfy all necessary legal requirements to do business with the County. The County may conduct a pre-award inspection of the proposer's site or hold a pre-award qualification hearing to determine if the proposer is capable of performing the requirements of this solicitation.
- E. The proposer's performance as a prime contractor or subcontractor on previous County contracts shall be taken into account in evaluating the responsibility of a proposer that submitted a proposal under this solicitation.
- F. Any tie situations will be resolved in consonance with current written procedure in that regard.
- G. Award of the contract resulting from this solicitation may be predicated on compliance with and submittal of all required

documents as stipulated in the solicitation.

### 3.6 CONTRACT EXTENSION

The County reserves the unilateral right to extend a contract for up to ninety (90) calendar days beyond the current contract period. In such event, the County will notify the vendor(s) in writing of such extensions. This contract may be extended beyond the initial ninety (90) day extension upon mutual agreement between the County and the vendor(s). Exercise of the above options requires the prior approval of the Director of Procurement Services.

### 3.7 WARRANTY

All warranties express and implied, shall be made available to the County for goods and services covered by this solicitation. All goods furnished shall be fully guaranteed by the vendor against factory defects and workmanship. At no expense to the County, the vendor shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty period. The special conditions of the solicitation may supersede the manufacturer's standard warranty.

### 3.8 ESTIMATED QUANTITIES

Estimated quantities or dollar values are for proposer's guidance only. No guarantee is expressed or implied as to quantities or dollars that will be used during the contract period. The County is not obligated to place any order for a given amount subsequent to the award of this solicitation. The County may use these estimates to determine the proposer selected for award. Estimated quantities do not contemplate or include possible additional quantities that may be ordered by other government, quasi-governmental or non-profit entities utilizing this contract. In no event shall the County be liable for payments in excess of the amount due for quantities of goods or services actually ordered.

### 3.9 NON-EXCLUSIVITY

It is the intent of the County to enter into an agreement that will satisfy its needs as described within this solicitation. However, the County reserves the right as deemed in its best interest to perform, or cause to be performed, the work and services, or any portion thereof, herein described in any manner it sees fit. In no case will the County be liable for billings in excess of the quantity of goods or services actually provided under this contract.

### 3.10 CONTINUATION OF WORK

Any work that commences prior to and will extend beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the County and the vendor, continue until completion at the same prices, terms and conditions.

### 3.11 PROTEST OF AWARD

A vendor wishing to protest any award decision resulting from this solicitation shall do as set forth in the County's Purchasing Procedure Manual. It is incumbent upon the vendor to be aware of the posting of any associated award recommendation. Any protest received after the actual contract award date may be rejected.

### 3.12 RULES, REGULATIONS AND LICENSES

The vendor shall comply with all laws, ordinances, and regulations applicable to provide the goods and/or services specified in this solicitation. The vendor shall be familiar with all federal, state and local laws that may affect the goods and/or services offered.

### 3.13 SUBCONTRACTING

Unless otherwise specified in this solicitation, the vendor shall not subcontract any portion of the work without the prior written consent of the County. The ability to subcontract may be further limited by the Special Conditions. Subcontracting without the prior consent of the County may result in termination of the contract for default.

**3.14 ASSIGNMENT**

The vendor shall not assign or transfer any contract resulting from this solicitation, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the County.

**3.15 DELIVERY**

Unless otherwise specified in the solicitation, prices quoted shall be F.O.B. Destination. Freight shall be included in the bid price.

**3.16 RESPONSIBILITY AS EMPLOYER**

The employee(s) of the vendor shall be considered to be at all times its employee(s), and not an employee(s) or agent(s) of the County or any of its departments. The contractor shall provide employee(s) capable of performing the work as required. The County may require the contractor to remove any employee it deems unacceptable. All employees of the contractor may be required to wear appropriate identification.

**3.17 INDEMNIFICATION**

To the extent permitted by law, the vendor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the agreement by the vendor or its employees, agents, servants, partners, principals or subcontractors. The vendor shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The vendor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the vendor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

**3.18 COLLUSION**

Where two (2) or more related parties, as defined herein, each submit a proposal for the same contract, such proposals shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation and submittal of such proposals. Related parties shall mean proposer or the principals thereof which have a direct or indirect ownership interest in another proposer for the same contract or in which a parent company or the principals thereof of one proposer have a direct or indirect ownership interest in another proposer for the same contract. Furthermore, any prior understanding, agreement, or connection between two (2) or more corporations, firms, or persons submitting a proposal for the same materials, supplies, services, or equipment shall also be presumed to be collusive. Proposals found to be collusive shall be rejected. Proposers which have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusive bidding may be terminated for default.

**3.19 MODIFICATION OF CONTRACT**

Any contract resulting from this solicitation may be modified by mutual consent of duly authorized parties, in writing through the issuance of a modification to the contract and/or purchase order as appropriate. This presumes the modification itself is in compliance with all applicable County procedures.

**3.20 TERMINATION FOR CONVENIENCE**

The County, at its sole discretion, reserves the right to terminate this contract upon thirty (30) days written notice. Upon receipt of

such notice, the vendor shall not incur any additional costs under this contract. The County shall be liable only for reasonable costs incurred by the vendor prior to notice of termination. The County shall be the sole judge of "reasonable costs."

**3.21 TERMINATION DUE TO UNAVAILABILITY OF FUNDING IN SUCCEEDING FISCAL YEARS**

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be cancelled and the vendor shall be reimbursed for the reasonable value of any non-recurring costs incurred amortized in the price of the supplies or services/tasks delivered under the contract.

**3.22 TERMINATION FOR DEFAULT**

The County reserves the right to terminate this contract, in part or in whole, or place the vendor on probation in the event the vendor fails to perform in accordance with the terms and conditions stated herein. The County further reserves the right to suspend or debar the vendor in accordance with the appropriate County ordinances, resolutions and/or administrative orders. The vendor will be notified by letter of the County's intent to terminate. In the event of termination for default, the County may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement cost shall be borne by the vendor.

**3.23 FRAUD AND MISREPRESENTATION**

Any individual, corporation or other entity that attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The County as a further sanction may terminate or cancel any other contracts with such individual, corporation or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

**3.24 RIGHT TO AUDIT**

The County reserves the right to require the vendor to submit to an audit by any auditor of the County's choosing. The Contractor shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. The vendor shall retain all records pertaining to this Agreement and upon request make them available to the County for three (3) years following expiration of the Agreement. The vendor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards. This clause is hereby considered to be included within, and applicable to, any subcontractor agreement entered into by the prime contractor in performance of any work hereunder.

**3.25 PROPRIETARY/CONFIDENTIAL INFORMATION**

Proposers are hereby notified that all information submitted as part of, or in support of proposal submittal will be available for public inspection after the proposal due date in compliance with Chapter 119 of the Florida Statutes (the "Public Record Law"). The proposer shall not submit any information in response to this solicitation, which the proposer considers to be proprietary or confidential. The submission of any information to the County in connection with this solicitation shall be deemed conclusively to be a waiver of any protection which would otherwise be available to the proposer unless such information is exempt or confidential under the Public Records Act.

**3.26 CONTRACTING WITH COUNTY EMPLOYEES**

Any County employee or member of his or her immediate family seeking to contract with the County shall seek a conflict of interest opinion from the procurement representative designated herein prior to submittal of a response or application of any type to contract with the County. The affected employee shall disclose the

employee's assigned function within the County and interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract.

### 3.27 INCURRED EXPENSES

This RFP does not commit the County to make an award nor shall the County be responsible for any cost or expense which may be incurred by any proposer in preparing and submitting a proposal, or any cost or expense incurred by any proposer prior to the execution of a purchase order or contract agreement. By submitting a proposal, the proposer also agrees that the County bears no responsibility for any costs associated with the preparation of the proposal and/or any administrative or judicial proceedings resulting from this solicitation process.

### 3.28 COUNTY IS TAX-EXEMPT

The County is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes. Do not include any tax on any item or service. The County will sign an exemption certificate if submitted by the contractor.

Contractors doing business with the County are not exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor shall any contractor be authorized to use any of the County's Tax Exemptions in securing such materials.

In the event the project is declared a sales tax recovery project by the County, the following procedure shall apply:

- (a) The County representative shall make a recommendation to the Division of Procurement Services regarding the materials to be purchased;
- (b) When those materials are purchased by the County, all purchase orders shall be issued directly from Procurement Services;
- (c) The County shall take title to those materials directly from the manufacturer/supplier and shall bear the risk of loss or damage to the materials which are delivered directly from the manufacturer/ supplier;
- (d) The County shall be invoiced directly for the materials from the manufacturer/supplier and shall pay the invoices directly to the manufacturer/supplier, presenting its sales tax exemption certificate at the time of payment.

The cost of any materials purchased through the sales tax recovery program shall be deducted from the contract amount and the vendor shall no longer be responsible for providing those materials. A written change order shall be executed.

### 3.29 GOVERNING LAWS

The interpretation, effect, and validity of any contract(s) resulting from this RFP shall be governed by the laws and regulations of the State of Florida, and Lake County, Florida. Venue of any court action shall be in Lake County, Florida. In the event that a suit is brought for the enforcement of any term of the contract, or any right arising there from, the parties expressly waive their respective rights to have such action tried by jury trial and hereby consent to the use of non-jury trial for the adjudication of such suit.

### 3.30 STATE REGISTRATION REQUIREMENTS

Any corporation submitting a proposal in response to this RFP shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes. A copy of the registration/application may be required prior to award of a contract. Any partnership submitting a proposal in response to this RFP shall have complied with the applicable provisions of Chapter 620, Florida Statutes. For additional information on these requirements, please contact the Florida Secretary of State's Office, Division of Corporations, 800.755.5111 (<http://www.dos.state.fl.us>).

### 3.31 PRIME CONTRACTOR

The vendor awarded the contract shall act as the prime contractor for all required items and services and shall assume full responsibility for the procurement and maintenance of such items

or services. The vendor shall be considered the sole point of contact with regard to all stipulations, including payment of all charges and meeting all requirements of this RFP. All subcontractors will be subject to advance review by the County in regards to competency and security concerns. After the award of the contract no change in subcontractors will be made without the consent of the County. The vendor shall be responsible for all insurance, permits, licenses, and related matters for any and all sub-contractors. Even if the subcontractor is self-insured, the County may require the contractor to provide any insurance certificates required by the work to be performed.

### 3.32 FORCE MAJEURE

The parties will exercise every reasonable effort to meet their respective obligations hereunder, but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any Government law or regulation, acts of nature, acts or omissions of the other party, Government acts or omissions, fires, strikes, national disasters, wars, riots, transportation problems and/or any other cause whatsoever beyond the reasonable control of the parties. Any such cause will extend the performance of the delayed obligation to the extent of the delay so incurred.

### 3.33 OTHER AGENCIES

With the consent of the vendor, other agencies may make purchases in accordance with the contract. Such purchases shall be governed by the same terms and conditions as stated herein with the exception of the change in agency name.

### 3.34 NO CLAIM FOR DAMAGES

No claim for damages or any claim other than for an extension of time shall be made or asserted against the County because of any delays. No interruption, interference, inefficiency, suspension, or delay in the commencement or progress of the Work shall relieve the vendor of duty to perform, or give rise to any right to damages or additional compensation from the County. The vendor's sole remedy shall be the right to seek an extension to the contract time. However, this provision shall not preclude recovery of damages by the vendor for hindrances or delays due solely to fraud, bad faith, or active interference on the part of the County.

### 3.35 TRUTH IN NEGOTIATION CERTIFICATE

For all lump-sum or cost-plus fixed fee agreements exceeding \$150,000, the firm awarded the agreement must execute a truth in negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete and current, at the time of contracting. Any agreement requiring this certificate shall contain a provision that the original agreement price and any additions shall be adjusted to exclude any significant sums by which the owner determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of the contract. Execution of this Agreement constitutes execution of the Truth in Negotiation Certificate.

### 3.37 GRANT FUNDING

In the event any part of the contract is to be funded by federal, state, or other local agency monies, the vendor hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms. Vendors are advised that payments under the contract may be withheld pending completion and submission of all required forms and documents required of the vendor pursuant to the grant funding requirements. A copy of the requirements shall be supplied to the vendor by the County upon request.

**RFP TITLE: CONSTRUCTION MANAGER AT RISK FOR CONSTRUCTION OF A COUNTY****NOTES:**

- Lake County is exempt from all taxes (Federal, State, Local). Pricing should be less all taxes. A Tax Exemption Certificate will be furnished upon request.
- The vendor shall not alter or amend any of the information (including, but not limited to stated units of measure, item description, or quantity) stated in the Pricing Section. If any quantities are stated in the pricing section as being “estimated” quantities, vendors are advised to review the “Estimated Quantities” clause contained in Section 3 of this solicitation.
- Each price offered in your RFP shall be a firm-fixed price, exclusive of any tax. Any bid containing a modifying or “escalator” clause not specifically allowed for under the solicitation will not be considered.
- All pricing shall be FOB Destination unless otherwise specified in this solicitation document.
- All pricing submitted shall remain valid for a 90 day period. By signing and submitting a response to this solicitation, the vendor has specifically agreed to this condition.
- **Vendors are advised to visit our website at <http://www.lakecountyfl.gov> and register as a potential vendor. Vendors that have registered on-line receive an e-mail notice when the County issues a solicitation matching the commodity codes selected by a vendor during the registration process.**

**ACKNOWLEDGEMENT OF ADDENDA****INSTRUCTIONS:** Complete Part I or Part II, whichever applies

<b>Part I:</b>
The bidder must list below the dates of issue for each addendum received in connection with this RFP:  Addendum #1, Dated: _____ Addendum #2, Dated: _____ Addendum #3, Dated: _____ Addendum #4, Dated: _____
<b>Part II:</b>
<input type="checkbox"/> No Addendum was received in connection with this RFP.

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**PRICING SECTION****EMERGENCY OPERATIONS CENTER CONSTRUCTION MANAGER FEES**

- 1) *Preconstruction Services Fee*** (*Fee for all work prior to issuance of GMP; this fee only to be paid if project is not constructed*) \$\_\_\_\_\_

*Preconstruction Services Fee* shall be for all costs associated with the preconstruction services of the CM to include but not limited to the following: design and constructability reviews, cost estimating, value engineering, design and planning meetings, bidding, Guaranteed Maximum Price (GMP) development, printing costs, overhead and profit.

- 2) *Construction Management Fee*** (*Fee for all CM services during design & construction; general conditions costs are to be an itemized portion of the GMP not included in this fee*) \_\_\_\_\_ **% (percent) of GMP\***

*Construction Management Fee* shall include the *Preconstruction Services Fee* and all costs, including overhead and profit, associated with the construction of the project excluding General Conditions which will be itemized and documented in the GMP. General Conditions shall be limited to the following: security costs, temporary facilities (temporary office, water, heat, power, sanitary facilities, telephones), trash and debris control and removal costs, insurance, bonds, specialty equipment rental, storage fees, and permits.

\*Although a percentage value is being solicited for the purposes of initial price evaluation, a firm fixed price for the construction management fee will be negotiated at the time of, and in conjunction with, development of the GMP. The percentage stated above, or in the resulting contract, shall serve as a maximum not-to-exceed value for the negotiated firm fixed price for the construction management fee.

**By Signing This Proposal the Proposer Attests and Certifies That:**

- It satisfies all legal requirements (as an entity) to do business with the County.
- The undersigned vendor acknowledges that award of a contract may be contingent upon a determination by the County that the vendor has the capacity and capability to successfully perform the contract.
- The proposer hereby certifies that it understands all requirements of this solicitation, and that the undersigned individual is duly authorized to execute this proposal document and any contract(s) and/or other transactions required by award of this solicitation.

**Certification Regarding Acceptance of County Electronic Payable Process**

Please certify whether the bidder will accept payment processed through the County's VISA- based electronic payment system: ☐ Yes ☐ No (Check one)

**Purchasing Agreements with Other Government Agencies**

This section is optional and will not affect contract award. If Lake County awarded you the proposed contract, would you sell under the same terms and conditions, for the same price, to other governmental agencies in the State of Florida? Each governmental agency desiring to accept to utilize this contract shall be responsible for its own purchases and shall be liable only for materials or services ordered and received by it. ☐ Yes ☐ No (Check one)

**Certification Regarding Felony Conviction**

Has any officer, director, or an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten (10) years? ☐ Yes ☐ No (Check one)

**Conflict of Interest Disclosure Certification**

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

Exceptions: \_\_\_\_\_

**DUNS Number** (Insert if this action involves a federal funded project): \_\_\_\_\_

**General Vendor Information and Proposal Signature:**

Firm Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

Mailing Address (if different): \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_ E-mail: \_\_\_\_\_

FEIN No. \_\_\_\_\_ - \_\_\_\_\_ Prompt Payment Terms: \_\_\_\_\_ % \_\_\_\_\_ Days, net \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

**THE FOLLOWING DOCUMENTS ARE ATTACHED**

**Attachment 1: Firm Profile Form**

**Attachment 2: Team Composition Form**

**Attachment 3: Similar Projects/Reference Form**

**FIRM PROFILE FORM**

1. Firm (or joint venture) Name & Address:	1e. Licensed to do business in the State of Florida? _____ Yes _____ No
	1f. Name, Title & Telephone Number of Principal to Contact
1a. FEIN # _____	1g. Address of office to perform work, if different from Item 1.
1b. Year Firm was established _____  1c. Are you a "Not for Profit" 501(c)(3) organization? Yes _____ No _____ If you answered yes, please provide proof. 1d. Firm is a Certified Minority Business Enterprise  Yes _____ No _____	
2. Please list number of people by discipline that your firm/joint venture will commit to the County's project.	
3. If submittal is by joint venture, list participating firms and outline specific areas of responsibility (including administrative, technical, and financial) for each firm:          3a. Has this joint venture previously worked together? Yes _____ No _____	



**TEAM COMPOSTION**

Brief resumes of prime consultant(s) and other key persons who shall be assigned to the project. Utilize one sheet per person. (Brief resumes and additional information may be attached.)

Name:
Title:
Project assignment:
Name of firm with which associated:
Years of experience:  With this firm _____ With other firms _____
Education: Certifications/Degree(s)/year/school/specialization:
Other experience and qualifications relevant to the proposed project:

## SIMILAR PROJECTS FORM

Work by firm or individual which best illustrates current qualifications relevant to the County's project that has been/is being accomplished by personnel that shall be assigned to the County's project. List no more than ten (10) projects. (This form may be reproduced.)

<u>Project Name, Entity Name, Address &amp; Location</u>     Project Manager (from your firm):	<u>Contact Person:</u>   <u>Title:</u>   <u>Telephone Number:</u>
Completion Date (Actual or Estimated) _____  Estimated Project Cost: \$_____ Work for which you firm was/is responsible: \$_____	
<u>Scope of Entire Project:</u> List the tasks accomplished (Attach samples of deliverables, outlines or descriptions of items).	
<u>Firm's personnel (name/project assignment) that worked on the stated project that shall be assigned to the County's project.</u>	